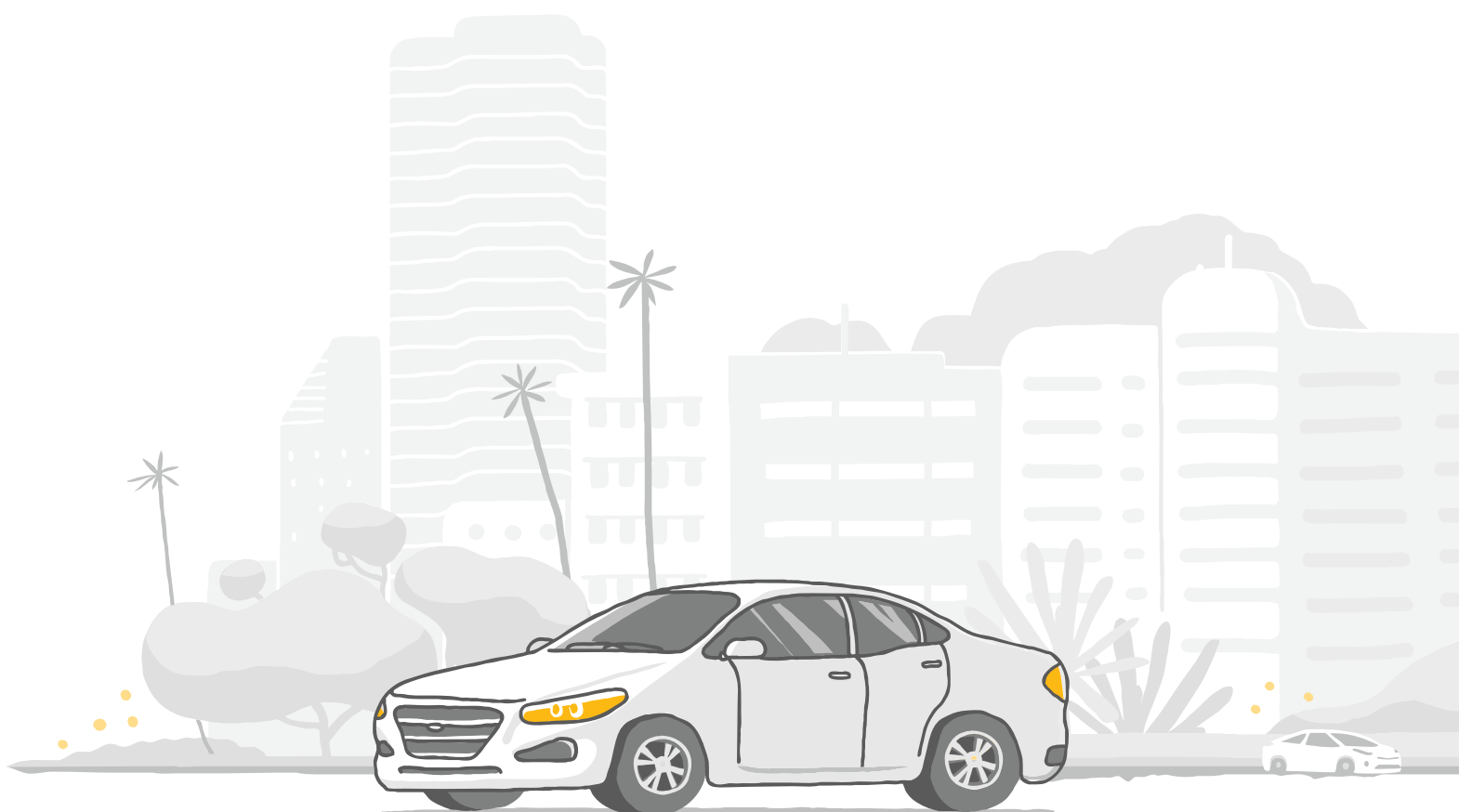




## Commercial Vehicle Liability Only Policy



**Now This Policy Witnesseth:**

That subject to the Terms Exceptions and Conditions contained herein or endorsed or expressed hereon.

**UIN Number:**

IRDAN158P0001V01201718

Whereas the insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to Go Digit General Insurance Ltd. (herein after referred to as "Company/DIGIT") for the insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of events occurring during the period of insurance.

## Section II Liability To Third Parties

1. Subject to the Limits of Liability as laid down in the Schedule hereto, the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the vehicle against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of
  - i. death of or bodily injury to any person caused by or arising out of the use (including the loading and/or unloading) of the vehicle.
  - ii. damage to property caused by the use (including the loading and/or unloading) of the vehicle  
Provided always that:
    - a. The Company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriage way or thoroughfare in connection with the bringing of the load to the insured vehicle for loading thereon or the taking away of the load from the insured vehicle after unloading there from.
    - b. Except so far as is necessary to meet the requirements of the Motor Vehicle Act the Company shall not be liable in respect of death or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.
    - c. Except so far as is necessary to meet the requirements of the Motor Vehicle Act in relation to the liability under the Workmen's Compensation Act 1923 the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon entering or mounting or alighting from the insured vehicle at the time of occurrence of the event out of which any claim arises.
    - d. The Company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody of the insured or a member of the insured's household or being conveyed by the insured vehicle.
    - e. The Company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the insured vehicle and/or load carried by the insured vehicle.
    - f. Except so far as is necessary to meet the requirements of the Motor Vehicles Act the Company shall not be liable in respect of death and/or bodily injury to any person(s) who is/are not employee(s) of the insured and not being carried for hire or reward, other than owner of the goods or representative of the owner of goods being carried in or upon or entering or mounting or alighting from the insured vehicle described in the Schedule of this Policy.

2. The Company will pay all costs and expenses incurred with its written consent.
  3. In terms of and subject to the limitations of the indemnity granted by this section to the insured the Company will indemnify any driver who is driving the insured vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she were the insured observe fulfil and be subject to the terms exceptions and conditions of this policy in so far as they apply.
  4. In the event of the death of any person entitled to indemnity under this Policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.
  5. The Company may at its own option
    - a. Arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and;
    - b. Undertake the defence of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.
- 

### **Section III Towing Disabled Vehicles**

The policy shall be operative whilst the insured vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle and the indemnity provided by Section II of this policy shall subject to its terms and limitations be extended to apply in respect of liability in connection with such towed vehicle;

Provided always that

- a. such towed vehicle is not towed for reward
  - b. the Company shall not be liable by reason of this section of this policy in respect of damage to such towed vehicle or property being conveyed thereby.
- 

### **Section IV Personal Accident Cover For Owner-driver**

Subject otherwise to the terms, exceptions, conditions and limitations of this policy, the Company undertakes to pay compensation as per the following scale for bodily injury/death sustained by the owner-driver of the vehicle, in direct connection with the vehicle insured or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of Injury	Scale of compensation
Death	100%
Loss of two limbs or sight of two eyes or one limb and sight of one eye	100%
Loss of one limb or sight of one eye	50%
Permanent total disablement from injuries other than named above	100%

Provided always that

1. Compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of 2 lakhs during any one period of insurance.
2. No compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to
  - a. Intentional self-injury suicide or attempted suicide physical defect or infirmity or
  - b. An accident happening whilst such person is under the influence of intoxicating liquor or drugs.
3. Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.
  - a. This cover is subject to
    - i. The owner-driver is the registered owner of the vehicle insured herein;
    - ii. The owner-driver is the insured named in this policy.
    - iii. The owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989 (or any amendments thereafter), at the time of the accident.

## Avoidance Of Certain Terms And Right Of Recovery

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this Policy or any other person to recover an amount under or by virtue of the provisions of the Motor Vehicles Act, 1988.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

## Application Of Limits Of Indemnity

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

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## General Exceptions (Applicable to all Sections of the Policy)

1. The Company shall not be liable in respect of any claim arising whilst the vehicle insured herein
  - a. being used otherwise than in accordance with the "Limitations as to Use" or
  - b. being driven by him/her in the charge of any person other than a Driver as stated in the Driver's Clause
2. The Company shall not be liable in respect of any claim arising out of any contractual liability;
3. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death or bodily injury to any person (other than a passenger carried by reason of or in pursuance of a contract of employment) being carried in or upon or entering or mounting or alighting from the Motor Vehicle at the time of the occurrence of the event out of which any claim arises.
5. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder, the Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
6. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
7. Any accidental loss damage and/or liability caused sustained or incurred outside the geographical area stated in the schedule

## Conditions

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental loss or damage in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim, writ, summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately after the insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in respect of any accident which may give rise to a claim under this Policy.
2. No admission, offer, promise, payment, or indemnity shall be made or given by or on behalf of the insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute in the name of the insured for its own benefit any claim for indemnity or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require. If the Company shall make any payment in settlement of any claim and such payment includes any amount not covered by this Policy the insured shall repay to the Company the amount not so covered.
3. The insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured.
4. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.
5. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted), such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three arbitrators comprising two arbitrators one to be appointed by each of the parties to the dispute / difference, and a third arbitrator to be appointed by such two arbitrators who shall act as the presiding arbitrator and Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any amendments thereafter.

It is clearly agreed and understood that no difference or dispute shall be referable to Arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. 6. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
7. 7. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle. Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:
  - a. a. Death Certificate in respect of the insured b. Proof of title to the vehicle
  - b. c. Original Policy
8. 8. No change can be made to this policy unless the Company has approved it and confirmed by endorsing the policy schedule.
9. 9. Any and all disputes arising out of and under this Policy shall be governed by and determined in accordance with Indian law.
10. 10. All other conditions which are not specifically mentioned in the policy document will be as per Indian Motor tariff (IMT) 2002.

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## Cancellation

Cancellation by Insurer: Policy may be cancelled by the Company on the grounds of misrepresentation, fraud, non-disclosure of material facts or non-co-operation by sending to the insured seven days' notice by recorded delivery at last known address/e-mail ID and the Company will refund to the insured the pro-rata premium for the balance period of the policy.

Cancellation by Insured: Policy may be cancelled at the option of the insured with seven days' notice of cancellation and the Company will be entitled to retain premium on short period scale of rates for the period for which the cover has been in existence prior to the cancellation of the policy. The balance premium, if any, will be refundable to the insured.

In case of cancellation of policy by the insured, premium would be retained as per below table:

Period	% of Annual Premium
Not Exceeding 1 month	20%
Exceeding 1 month but not exceeding 2 months	30%
Exceeding 2 months but not exceeding 3 months	40%
Exceeding 3 months but not exceeding 4 months	50%
Exceeding 4 months but not exceeding 5 months	60%
Exceeding 5 months but not exceeding 6 months	70%
Exceeding 6 months but not exceeding 7 months	80%
Exceeding 7 months but not exceeding 8 months	90%
Exceeding 8 months	Full Annual Premium

A Refund of premium will be subject to:

- a. There being no claim under the policy, and
- b. The retention of minimum premium as specified in the Indian Motor Tariff (IMT) 2002.
- c. A policy can be cancelled only after ensuring that the vehicle is insured elsewhere, at least for

Liability Only cover and after surrender of the original Certificate of Insurance for cancellation.

## Customer Grievance Redressal Policy

We hope that we never leave you dissatisfied. However, if you ever wish to lodge a complaint, please feel free to call our Toll free number **1-800-300-34448** or email the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). Senior citizens can now contact us on **1-800-300-34448** or write to us at [seniors@godigit.com](mailto:seniors@godigit.com). After investigating the matter internally and subsequent closure, we will send you our response.

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

The contact details of the Insurance Ombudsman centers are mentioned below: (Note: Address and contact number of Governing Body of Insurance Council)

Secretary General - Governing Body of Insurance Council Jeevan Seva Annexe, 3<sup>rd</sup> Floor, S.V. Road,



Santacruz (W), Mumbai 400 054. Tel. No.: **022-26106889, 26106245**, Fax No.: **022-26106949, 080-26106052**, Email: [inscoun@vsnl.net](mailto:inscoun@vsnl.net)

Location	Contact Details	Jurisdiction of Office
<b>Ahmedabad</b>	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6 <sup>th</sup> floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: <b>079-25501201 / 02 / 05 / 06</b> Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>Bengaluru</b>	Office of the Insurance Ombudsman, Jeevan Nivesh, 5 <sup>th</sup> Floor, Nr. Panbazar over bridge, S.S.Road, Guwahati – 781 001. Tel.: <b>0361-2132204 / 05</b> , Fax: <b>0361-2732937</b> Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>	Karnataka
<b>Bhopal</b>	Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal 462 003. Tel.: <b>0755-2769201 / 02</b> , Fax: <b>0755-2769203</b> Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a>	Madhya Pradesh, Chattisgarh
<b>Bhubaneshwar</b>	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar 751 009. Tel.: <b>0674-2596461 / 2596455</b> , Fax: <b>0674-2596429</b> , Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>	Orissa
<b>Chandigarh</b>	Office of the Insurance Ombudsman, S.C.O. No. 101/102/103, 2 <sup>nd</sup> Floor, Batra Building, Sector 17 – D, Chandigarh 160 017. Tel.: <b>0172-2706196 / 2706468</b> , Fax: <b>0172-2708274</b> Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>Chennai</b>	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, Chennai 600 018. Tel.: <b>044-24333668 / 24335284</b> , Fax: <b>044-24333664</b> Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<b>Delhi</b>	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi 110 002. Tel.: <b>011-23239633 / 23237532</b> , Fax: <b>011-23230858</b> Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a>	Delhi.
<b>Guwahati</b>	Office of the Insurance Ombudsman, Jeevan Nivesh, 5 <sup>th</sup> Floor, Nr. Panbazar over bridge, S.S.Road, Guwahati 781 001. Tel.: <b>0361-2132204 / 2132205</b> , Fax: <b>0361-2732937</b> Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>Hyderabad</b>	Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad 500 004. Tel.: <b>040-65504123 / 23312122</b> , Fax: <b>040-23376599</b> , Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<b>Jaipur</b>	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur 302 005. Tel.: <b>0141-2740363</b> Email: <a href="mailto:bimalokpal.jaipur@gbic.co.in">bimalokpal.jaipur@gbic.co.in</a>	Rajasthan.
<b>Ernakulam</b>	Office of the Insurance Ombudsman, 2 <sup>nd</sup> Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam 682 015. Tel.: <b>0484-2358759 / 2359338</b> , Fax: <b>0484-2359336</b> Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>Kolkata</b>	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4 <sup>th</sup> Floor, 4, C.R. Avenue, Kolkata 700 072. Tel.: <b>033-22124339 / 22124340</b> , Fax: <b>033-22124341</b> Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.

<b>Lucknow</b>	Office of the Insurance Ombudsman, 6 <sup>th</sup> Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow 226 001. Tel.: <b>0522-2231330 / 2231331</b> , Fax: <b>0522-2231310</b> Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a>	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gaziipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>Mumbai</b>	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: <b>022-26106552 / 26106960</b> , Fax: <b>022-26106052</b> Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>Patna</b>	Office of the Insurance Ombudsman, 1 <sup>st</sup> Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: <b>0612-2680952</b> , Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a>	Bihar, Jharkhand.
<b>Noida</b>	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4 <sup>th</sup> Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P 201 301. Tel.: <b>0120-2514250 / 2514252 / 2514253</b> Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>Pune</b>	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3 <sup>rd</sup> Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune 411 030. Tel.: <b>020-41312555</b> Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a>	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

## Note

### Address and contact number of Governing Body of Insurance Council:

Secretary General - Governing Body of Insurance Council Jeevan Seva Annexe, 3<sup>rd</sup> Floor, S.V. Road, Santacruz (W), Mumbai - 400 054 Tel. No.: **022 - 2610 6889, 26106245**, Fax No.: **022 - 26106949, 2610 6052**, E-mail ID: [inscoun@vsnl.net](mailto:inscoun@vsnl.net)